

### REMARKS

Claims 1, 3, and 5-15 remain pending in this application. Claims 1, 3 and 5-15 are rejected. Claims 2 and 4 are previously cancelled. Claims 1 and 5-7 are amended herein.

### CLAIM OBJECTIONS

Claim 1 is objected to due to an amending error resulting in word repetition. The claim is amended to address the objection. Accordingly withdrawal of the objection is respectfully requested.

### CLAIM REJECTIONS UNDER 35 U.S.C. §103(a)

Claims 1, 3 and 5-15 are rejected as obvious over the Junkin reference in view of the Hawkins reference and further in view of *The Official Guide to Ultima Online* (hereinafter “Ultima reference”) under 35 U.S.C. §103(a). The applicant herein respectfully traverses this rejection. For a rejection under 35 U.S.C. §103(a) to be sustained, the differences between the features of the combined references and the present invention must be obvious to one skilled in the art.

Applicant reasserts the arguments presented in the Amendment after Final Rejection filed August 17, 2006, and responds below to the Examiner’s comments presented in the Advisory Action issued August 29, 2006. Applicant additionally submits further grounds for patentability discussed below.

Applicant first maintains that the Ultima reference does not present a teaching or a suggestion of a presentation of game elements, i.e., transaction information, in *response to a game outcome*. The Office Action presents the conclusion that it would be obvious to modify the other cited programs “to allow players to take possession of an item(s) in response to an outcome of a common game, as suggested by UO” put fails to identify how the references suggest such a modification.

Allowing a player to take possession of items does not indicate that the items to be taken are presented in information in response to a game outcome. As previously noted, it is apparent from the quote “your money or your life” that players may take possession of other player’s items throughout the game. This information is therefore not presented in response to an outcome, but rather in the general course of play. This is further indicated in the discussion of “Stealing” and “Looting” on page 23 of the Ultima reference. Thus, it is apparent that it is always the ability of the other players to take possession of another player’s items regardless of an outcome of a game, or event.

In response to the above applicant’s observation based on the teaching of the UO reference, the Examiner contends a fight between players which determines a victorious player, and thus a player entitled to loot his defeated opponent, is an example of an outcome. While the result of a fight may be an outcome, the reference does not teach that a player’s possessions are then presented in information in any manner differently than they would be presented when an opposing player chooses

to secretly steal possessions from another player without any outcome being first decided. If such a specialized presentation is made, i.e., one based on an outcome of a game event, which may correspond to the claimed provision of transaction information, it is respectfully requested that the Examiner provide documentation thereof.

The Examiner further contends that a thief must be successful in his endeavor to steal items since the victim may catch the thief "before the looting is complete" and that success is therefore an outcome. It is believed that the Examiner is putting the cart before the horse, so to speak, in contending that a successful looting is an outcome with regard to the claimed subject matter.

The claims require that transaction information be presented "in response to the game machine being discriminated to be the first game machine," i.e., the first game machine being determined to be the game machine which must provide possession information, "transaction information," based on an outcome of the game. It is readily apparent that a successful thief, by definition, would already have acquired possession of the game item based on his successful thievery, the game outcome postulated by the Examiner. Therefore, was this particular outcome set forth by the Examiner is arrived at, there would be no need of having transaction information presented to thief based on this outcome. The very achieving of the outcome eliminates need for a thief to view transaction information for allowing selection of a game element to permit the thief to obtain possession of the game

element. The outcome is the thief already has possession. Accordingly, it is respectfully submitted that the thievery scenario proposed by the Examiner fails to teach one the claimed subject matter.

The Examiner goes on to contend that applicant is “reading meaning into the reference that was not actually taught by the reference itself.” In view of the above analysis regarding the failure of the UO reference to disclose providing transaction information in response to a game outcome, it is respectfully submitted that the Examiner is reading meaning into the reference, i.e., that transaction information is provided in response to a game outcome, based on hindsight. Applicant’s analysis is merely responding to the meaning the Examiner has read into the reference which is not apparent based on the text of the reference and a reasonable reading of the reference. It is the Examiner’s burden to set forth why the reference is believed to disclose the claimed subject matter in light of the applicant’s above remarks which are clearly supported by a reasonable reading of the reference.

The Examiner further states that the “players are apprized of content of their inventory (i.e. game elements) according to a displayed image.” While this statement may be true, it does not even suggest the claimed presentation of transaction information regarding possession of game elements of one player to another player based on a game outcome. Again, documentation of the Examiner’s assertion or identification of where the support for the assertions is found in the presently applied references is respectfully requested.

Applicants next call to the Examiner's attention the present amendments of the claims. The claims define the transaction information as "a series bits, one bit corresponding to each of the serial numbers of the game elements arranged in order of increasing serial numbers, each bit representing whether or not the first game machine possesses the game element corresponding to the respective serial number by having a state of 1 or 0." Such a teaching is not to be found in the applied references.

Because of the above features, the transaction information in the present invention is formed by bits, each of which corresponds to each game element. Accordingly, the number of bits is equal to the number of game elements to be used in the common game. The transaction information in the present invention is formed as very simple and short information. Therefore, even if the first game machine and the second game machine are communicated with each other by a narrow band transmission system or a serial transmission system, the transmission can be implemented smoothly between the game machines. Such data construction of the transaction information can reduce a burden of a simple game system notably.

The documents of Ultima Online fails to teach concrete steps disclosing that the system transmits transaction information in response to a game outcome. Still further, the Ultima reference does not disclose how the system enables a winner to recognize items a loser possesses to be selected by the winner. Also, other

references fail to disclose and teach any concrete data construction of the transaction information. Moreover, the documents of Ultima online and other references fails to disclose and teach data corresponding to the claimed transaction information structured to reduce a burden of a simple game system.

It is respectfully submitted that the above features are not suggested by the applied references are clearly not taught by the applied references. Claims 1 and claims 5, 6, and 7 include the features noted above. Thus, it is respectfully submitted that the rejected claims are not obvious in view of the cited references for the reasons stated above. Reconsideration of the rejections of the claims and their allowance are respectfully requested.

#### **REQUEST FOR EXTENSION OF TIME**

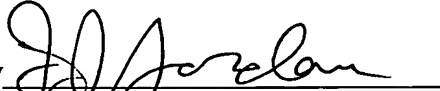
Applicant respectfully requests a second and third month extension of time for responding to the Office Action. **The fee of \$900.00 for the extension is provided for in the charge authorization presented in the PTO Form 2038, Credit Card Payment form, provided herewith.**

If there is any discrepancy between the fee(s) due and the fee payment authorized in the Credit Card Payment Form PTO-2038 or the Form PTO-2038 is missing or fee payment via the Form PTO-2038 cannot be processed, the USPTO is hereby authorized to charge any fee(s) or fee(s) deficiency or credit any excess payment to Deposit Account No. 10-1250.

In light of the foregoing, the application is now believed to be in proper form  
for allowance of all claims and notice to that effect is earnestly solicited.

Respectfully submitted,  
JORDAN AND HAMBURG LLP

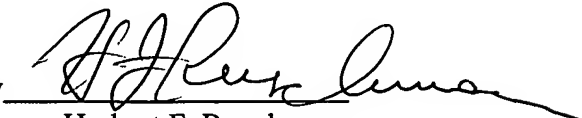
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